

## WPCSA Stallion Service Auction Rules

1. Bids made on the stallion service fee shall be accepted in writing only (use official bid form or via email).  
The minimum bid shall be for one stallion. The minimum bid shall be \$100 or the reserve set by stallion owner.
2. Bids
  - Bid forms will be accepted through February 15, 2008. The auction is open as of February 5<sup>th</sup>, 2008 and will end at the close of the AGM auction, no later than 11:59pm Pacific Standard Time on February 15, 2008. The highest bidder will be awarded the service. If two bids for the same amount are received the bidders will be notified by mail and be asked to submit a new bid. The highest bidder will receive the bid.
  - Bids may be withdrawn at any time prior to the closing date. Bids are binding and cannot be withdrawn after February 15, 2008.
3. Bids made on the stallion service fee shall be made on the official bid form. Only one bid per form. If any of the forms are submitted as a back-up in the case a bid was a tie, this must be clearly stated on the bid form. Email bids will be accepted, but must include all information requested on the official bid form. Email to: auction@wpcac.com
4. The stallion services being offered are for the 2008 breeding season. The contract will be deemed fulfilled by covering a mare with fresh or cooled semen (as designated by stallion owner).
  - In the case of No Live Foal Guarantee offered by the stallion owner: If the stallion should die or become unfit for breeding, or if the mating should fail to produce a live foal, any money paid to WPCSA for the auctioned service will be returned to the winning bidder minus a \$100 administrative fee. (unless the stallion owner has stipulated alternative stallion).
  - In case of A Live Foal Guarantee offered by the stallion owner: In the case that a live foal guarantee is given by the stallion owner and the mating should fail to produce a foal that stands and nurses a veterinary certificate must be submitted to the stallion owner stating the cause of abortion or death. The stallion owner that offers a live foal guarantee agrees to cover the mare in the second year only. The stallion owner may charge a new booking fee. No money will be refunded except in the case that the stallion has died or become unfit for breeding prior to commencement of the second breeding.
5. Expenses
  - The winning bidder agrees to abide by terms of the stallion owner's Breeding Contract, and to pay for any additional fees or charges including but not limited to booking fees, per day mare care, veterinary expenses, cost associated with frozen or fresh semen collection and shipment, foal registration fees etc. Bidder will contract with stallion owner for all mare care costs and all veterinary and transported semen expenses incurred during breeding.
  - Bidders are strongly advised to obtain a copy of the stallions owner's Breeding Contract prior to submitting a bid
6. Notification of winning bids: The winning bidder will be notified via email, website or phone the day after the close of the AGM (2/18/08). Winning bidder has until February 25, 2008 to complete breeding service contract or designated stallion form supplied by the Stallion Owners. In the case that a contract is not completed, the next highest bidder will then be the winner and will be notified within 7 days after February 25, 2008 (by 3/3/08) and has until March 10, 2007, to claim the bid.
7. Should the bidder's designated mare be deemed unfit to enter into the breeding service contract, the bidder has the option to substitute an acceptable mare, or forfeit the bid for that stallion service with refund minus a \$100 administrative fee. In the event of forfeiture, the next highest bidder will then be the winner and will be notified within (7) days of the forfeiture of the winning bid, and has until March 3, 2008, to enter into a breeding service contract and forward bid payment to WPCSA.
8. The winning bidder's mare will not be bred until the stallion owner's contract has been signed and until the stallion owner has received notification from WPCSA that financial obligations have been met.
9. By signing this form, the bidder agrees and acknowledges that he/she fully realizes and accepts that there is a possible danger of injury, sickness, or death involved in the breeding of horses and attendant care of the mare. The bidder voluntarily assumes all risk of accident, injury, sickness or death to said mare and specifically releases WPCSA, its directors, officers, and agents from all liability for any and all injury to, disability suffered by, or sickness or death of the mare or foal from any cause whatsoever, and specifically waives any and all claims resulting from such injury, disability, sickness or death.
10. The bidder specifically acknowledges and understands that WPCSA makes no warranties either expressed, implied or by any other means of interpretation in connection with this agreement. It is expressly understood that the WPCSA is acting only as a clearing house in providing the SSA to breeders and that the stallion owner in turn has agreed to contribute the purchase price of the stallion service fee to benefit the activities of WPCSA and WPCSA and once payment is received by the WPCSA for said service, all further transactions, communications and agreements are the responsibility of the stallion owner and mare owner.